

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 633-9300

THIS AGREEMENT made and entered into on this _____ day of _____ 1989, by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, and to provide retirement and/or health benefits for employees (collectively);

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter set forth, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereinafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in said Trust Fund(s) in accordance with said Trust Agreement(s) and rules adopted.
2. The Employer hereby accepts as Employer Trustee the present Employer Trustee appointed pursuant to said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby accepts as Union Trustee the present Union Trustee appointed pursuant to said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is January 9, 1989.
- 4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is n/a.
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$ \$13.00 daily per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____ effective _____.
- 5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of \$ _____ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____ effective _____.
6. If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contract change, and further agrees that its applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).
7. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
8. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall so forth in the required written notice to the Fund(s) the specific basis upon which the Employer is terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees that any acknowledgment by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination is a lie.
9. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Westington, Chicago, Illinois, 60601, or to such other depository as the Trustees may designate.
10. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer shall send to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of said liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of Employee status (including such as terminations, leaves of absence, sick leaves, layoffs or other charges). No Statute of Limitations shall be applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).
11. In the event of a delinquency on the part of the Employer, interest will be charged on a per annum basis on the outstanding balance. Any subsequent payments of said amount will be applied first to interest due and then to the oldest unpaid balance.
12. If an Employer signs a collective bargaining agreement that, in an Employer's opinion, is not in compliance with the Pension and/or Health and Welfare Fund, the respective Association's signatory shall be liable for the amount of the Association.
13. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

- (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund) and who is a party to such collective bargaining agreement who shall be considered an Employer and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
- (2) "Employees", as used herein, shall mean:
 - (a) A person (other than a person employed in a supervisory capacity) who has been employed for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being admitted to the Union and who are bound by the Trust Agreement as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, and for the purpose of contributions, and shall, on behalf of such employees, be required to make contributions to the Pension and/or Health and Welfare Fund in the same amount and on the same basis as that required by any other Employer who participates in the Trust Fund and who is bound by the Trust Agreement;
 - (c) All persons employed by CENTRAL STATES, SOUTHWEST AND SOUTHWEST AREAS PENSION FUND or CENTRAL STATES, SOUTHWEST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND who are bound by the Trust Agreement as hereinafter defined; and as to such personnel the Trust Fund shall be considered an Employer, and for the purpose of contributions, and shall, on behalf of such employees, be required to make contributions to the Trust Fund in the same amount and on the same basis as that required by any other Employer who participates in the Trust Fund and who is bound by the Trust Agreement;
 - (d) In all instances the common law test, or the applicable statutory provision of the State in which the employee is employed, shall govern the Employee status.
 - (e) The continuation of Employee status once established shall be subject to the applicable law and shall not be subject to change except by law.
- (3) Hours worked, for purposes of this Agreement, shall mean time of employment by which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action or grievance procedure or any other action which results in the payment of back wages to an Employee by the Employer. Amounts in back wages shall not be subject to any claim for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to make credit service to an Employee.
- (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, assignors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the Second Part of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) shall be subject to the arbitration and/or interpretation of the collective bargaining agreement's provision(s) for the resolution of disputes between the Employer and the Fund(s) or the Fund(s) Trust Agreement(s) as it relates to the Employer's obligation to make contributions to the Trust Fund(s). Any other disputes shall be submitted for resolution to the Trustees of the Fund(s) and shall not be subject to the arbitration and/or interpretation of any other adjudicatory clause or clause of the collective bargaining agreement or any other agreement. In the event of any unresolved disputes between the parties to this Agreement, the arbitrator or arbitrators for the resolution of such disputes shall be free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and the signature of an authorized Fund(s) representative, namely the Executive Director.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be signed by their authorized representatives, the day and year first above written.

Henkels and McCoy, Inc.
 EMPLOYER
 1106 O'Rourke Blvd.
 Gaylord, MI 49735
 COMPLETE ADDRESS OF EMPLOYER

25-178884 EMP OVERNUMBER

BY *[Signature]*
 If Employer is bound to this Contract, the name of such Contract is *[Signature]*

MAY 23

HEALTH AND WELFARE AND PENSION FUNDS

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 683-5300

90 SEP 25

REC-1

THIS AGREEMENT made and entered into on the _____ day of _____ by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: Driver) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is _____
- 4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is N/A
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$ 69.00 per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____
- 5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of \$ _____ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____
- 5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).
6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer hereby agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.
8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Washington, Chicago, Illinois, 60690, or to such other depository as the Trustees may designate.
9. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leave, layoffs or other charges. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).
10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.
11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.
12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

PARTICIPATION AGREEMENT

13. For purposes of this Agreement, the following definitions will govern:

- (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
- (2) "Employee", as used herein, shall mean:
- (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or
 - (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.
 - (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
 - (e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.
- (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.
- (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.
14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including amendments and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement; as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.
15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Henkels & McCoy

EMPLOYER
P. O. Box 847
Salem, IL 62881

COMPLETE ADDRESS OF EMPLOYER

23-1555-102
FEDERAL EMPLOYER NUMBER

BY

Phyllis C. Schuff
DIVISION MANAGER

If Employer is signed: Group Contract, give name of such Contract:

Associative, Petroleum & Allied Trades
Teamsters Local Union No 50

affiliated with International Brotherhood
of Teamsters, Chauffeurs, Warehousemen
and Helpers of America

BY

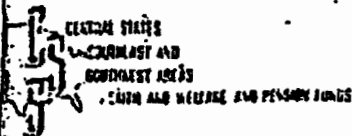
John R. ...

UNITED STATES



17:119 52-25 DE

CH 17071



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 693-6300

THIS AGREEMENT made and entered into on the 5 day of AUGUST by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: 15) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is 8/5/91.
- 4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is _____.
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$ 69.00 per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective 8/9/91 - END OF CONTRACT increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____.
- 5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of \$ _____ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____ effective _____ increased to \$ _____.
- 5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contractual change has been sent to the Fund(s).
6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-referenced written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.
8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle & Washington, Chicago, Illinois, 60600, or to such other depository as the Trustees may designate.
9. On or before the fifteenth (15th) day of the month after the date of a bill, the employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period expires, an Employer will not be able to receive credit for any changes of employee status, regardless of actual termination, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in employee status shall begin to run until said report of such change has been delivered to the Fund(s).
10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments or relinquishments will be applied first to the interest due and then to the oldest unpaid balance.
11. If an Employer signs a collective bargaining agreement through an Employer's Association establishing participation in a Pension and/or Health and Welfare Fund, the respective Association's signatory shall be binding on the respective Employees of the Association.
12. This Agreement and any interpretation thereof will be governed according to the laws of the State of Illinois.

13. For purposes of this Agreement, the following definitions will govern:

- (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
- (2) "Employee", as used herein, shall mean:
- (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or
 - (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits
 - (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
 - (e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.
- (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.
- (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.
14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application, and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph either party is free to seek appropriate judicial relief.
15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written:

HUNKLE & MCCOY

P.O. BOX 847 EMPLOYER
SALEM, IL 62481

COMPLETE ADDRESS OF EMPLOYER

23-1535602

FEDERAL EMPLOYER NUMBER

BY

[Signature]

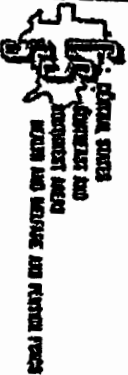
TEAMSTERS LOCAL 347
UNION

BY

[Signature]

If Employer is signed to Group Contract, give Name of such Contract:

80-111-21000000



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND, HEALTH AND WELFARE FUND
3877 WEST HIGGINS ROAD
ROSEMONT, IL 60018-4838
PHONE: (708) 618-9800

DATE: 10/11/12
BY: [Signature]
TITLE: [Signature]
NAME: [Signature]
ADDRESS: [Signature]
CITY: [Signature]
STATE: [Signature]
ZIP: [Signature]

THIS AGREEMENT made and entered into on the 10th day of October 1993 by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for Employees (collectively, "Employees") represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) governing said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and any amendments.
2. The Employer hereby assigns to Employer Trustee(s) the present Employer Trustee(s) appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustee(s) as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby assigns to Union Trustee(s) the present Union Trustee(s) appointed under said Trust Agreement(s) and all such past or succeeding Union Trustee(s) as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is 10/1/93.
- 4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is 10/1/93.
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following amounts per week / day for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:
Effective Date: 10/1/93 Amount: \$83.50
Effective Date: 10/1/93 Amount: \$83.50
- 5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following amounts per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:
Effective Date: 10/1/93 Amount: \$83.50
Effective Date: 10/1/93 Amount: \$83.50
- 6(a). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies, with current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agree that no applicable Statute of Limitations shall begin to run until such notice of contractual change has been received by the Fund(s).
- 6(b). The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, including, by way of example but not limitation, self-employed persons and supervisors, among others.
7. The Agreement shall survive in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.
8. Payments of Employer contributions are to be made to Central States Health and Welfare and Pension Funds, Post Office Box 71167, Chicago, Illinois 60666, or to such other depository as the Trustees may designate.
9. On or before the fifteenth (15th) day of the month after the prepared date of a bill, the Employer must report to the Fund(s) any changes in the status of Employees that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within the said period constitutes automatic acceptance of and liability for the amounts due on the Employer's bill. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual termination, leave of absence, sick leave, layoff or other changes. The Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).
10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied in accordance with the policy established by the Trustees.
11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's agreement shall be binding on the respective Employers of the Association.
12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

[over]

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfying the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) day, who is employed under the terms and conditions of a collective bargaining agreement, as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

631 All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinbefore defined, and as to such Union personnel the Union shall be considered as the Employer, solely for the purposes of contribution, and such, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the time and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

461 All monies collected by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as trustee(s) for said fund, and as to such monies the Trustees shall be deemed an Employer, solely for the purposes of contribution, within the meaning of the Agreement, and Documentation of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) of the monies and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(c) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the findings above.

(c) The continuation of Employees status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

623 Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and benefits, but is not limited to, above all, overtime and vacation time. Hours worked shall also include the payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any paid for which the Funded is (and obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

141 Subsequent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the required date of a bill.

14. It is mutually agreed to by the Employer the successors, administrators, assigns and assigns who is or may become a party to this collective bargaining agreement heretofore and hereinafter (herein referred to as the second party) in this collective bargaining agreement that any and all disputes arising between this Employer and the Fundal concerning the application and/or interpretation of the collective bargaining agreement's provisions for non-probationary and fixed term Probationary Agreement; or the Fundal Trust Agreement as it relates to the Employer's obligations to which the Fundal shall be a permitted for resolution to the Trustees of the Fundal and need not be subject to the arbitrator's jurisdiction, or any other adjudicatory claims or claims of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally to: Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, this day and year first above written.

Willis McCoy

TEAMSTER, CHAUFFEURS & HELPERS LOCAL 1627

END.

**7101 N. ALLEN RD.
PEORIA, ILLINOIS 61614**

COMPLETE ADDRESS OF EMPLOYER

UNION

FEDERAL EMPLOYER NUMBER

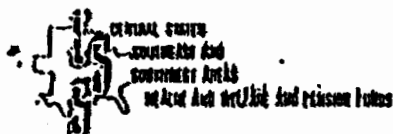
BY David Randall Hunt FEDERAL EMPLOYER NUMBER

19

✓ Employer is signed to Downs/National Contract, give name of such Contract:

Is the Employer represented by a bargaining association, yes/no. If Yes, name:

2 MAY 28 PM: 52



36.3 7100 - 0165-50-A

-4500

PARTICIPATION AGREEMENT

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8580 WEST DIVIN WAYN AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 683-3300**

THIS AGREEMENT made and entered into on the 17th day of May, 1993 by and between the Employer and the Union together with their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: Driver) represented by the Union and employed by the Employer;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Funds, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.
2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is 5-17-93
- 4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is N/A
- 5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of \$ 15.40 per day per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ 17.80 per day
 effective 5-1-94 increased to \$ _____
 effective _____ increased to \$ _____
 effective _____ increased to \$ _____
- 5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of \$ _____ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to \$ _____
 effective _____ increased to \$ _____
 effective _____ increased to \$ _____
 effective _____ increased to \$ _____
- 5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).
6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a local duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.
8. Payments of Employer contributions are to be mailed in the American National Bank and Trust Company of Chicago, LaSalle at Westashington, Chicago, Illinois, 60600, or to such other depository as the Trustees may designate.
9. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leave, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).
10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.
11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.
12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

[over]

AR 331

331

13. For purposes of this Agreement, the following definitions will govern:

- (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
 - (2) "Employee", as used herein, shall mean:
 - (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining Agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as herein defined; and as to such personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or
 - (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as herein defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.
 - (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
 - (e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.
 - (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and included, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.
 - (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of ...
14. It is expressly agreed to by the Employer (its successors, its administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the Collective Bargaining Agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement be it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.
15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, this day and year first above written.

Kenkele & McCoy

P.O. Box 847
Salem, IL 62861

COMPLETE ADDRESS OF EMPLOYER

Tenneters Local Union No. 50
UNION

FEDERAL EMPLOYER NUMBER

BY James P. Brundt

BY Stu B. Young

If Employer is Signed to Group Contract, give name of such Contract:

CLERK

12:18 PM
01/11/13

PARTICIPATION AGREEMENT

**CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8377 WEST HIGHTOWN ROAD
ROSELAND, N.J. 08018-4836
PHONE: 708-218-8800**

PHONE: 708-218-9800

PHONE: 708-218-9400

THIS AGREEMENT made and entered into on the 21st day of June 1993, by and between the Employer of the Union signatory hereto by their duly authorized representatives,

WITNESSETH

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREA PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for Employees (hereinafter: DELEGES) represented by the Union and employed by the Employer.

NOW, THERE'S ONE for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by each Trust Participant, the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.
2. The Employer hereby accepts as Employer Trustee the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
3. The Union hereby accepts as Union Trustee the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).
- 4a. In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is June 21, 1993.
- 4b. In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is _____.
- 5a. The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following amounts per week / day for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:
Effective Date: 5/1/93 Amount: \$ \$83.00
Effective Date: 5/1/91 Amount: \$ \$85.00
Effective Date: _____ Amount: \$ _____
- 5b. The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following amounts per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:
Effective Date: _____ Amount: \$ _____
Effective Date: _____ Amount: \$ _____
Effective Date: _____ Amount: \$ _____
6. If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been received by the Fund(s).
7. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
8. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.
9. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail that a copy to the Local Union that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.
10. Payments of Employer contributions are to be made to Central States Health and Welfare and Pension Funds, Post Office Box 71147, Chicago, Illinois 60684, or to such other depository as the Trustees may designate.
11. On or before the fifteenth (15th) day of the month after the proposed date of a bill, the Employer must report to the Fund(s) any changes in the status of Employees that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts due on the Employees listed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leave, layoffs or other changes. The Statute of Limitations made applicable to the Fund(s) shall begin to run until said report of such change has been delivered to the Fund(s).
12. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied in accordance with the policy established by the Trustees.
13. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.
14. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

13. For purposes of this Agreement, the following definitions will govern:

- (1) "Employee", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustee and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
- (2) "Employee", as used herein, shall mean:
- (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
- (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined, and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the time and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.
- (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or
- (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
- (e) The continuation of Employee status, once established shall be a subject to such reasonable rules as the Trustees may adopt according to law.
- (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.
- (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the payment date of a bill.
14. It is expressly agreed to by the Employer its successors, administrators, executors and assigns who be or may become a party to the collective bargaining agreement, including all successors and assigns thereof referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provisions for contributions to said Trust Fund(s); the Participation Agreement or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustee(s) of the Fund(s) and shall not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clause of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in the paragraph, either party is free to seek appropriate judicial relief.
15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, this day and year first above written.

Barbara J. McCoy
EMPLOYER

PO BOX 847

Salmon IL 62881

COMPLETE ADDRESS OF EMPLOYER

I.F.F Local #26

UNION

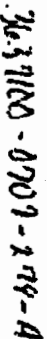
FEDERAL EMPLOYER NUMBER

100-300

Barbara J. McCoy President

If Employer is signed to Group/Regional Contract, give name of such Contract:

to the Employer represented by a bargaining association, union, if Yes, name:



1. Name of child: **WILLIAM**
 2. Date of birth: **10/10/1980**
 3. Sex: **M**
 4. Address: **1000 1st St. N. W.**
 5. City: **ALBANY, GA 31701**
 6. State: **GA**
 7. Zip: **31701**
 8. School: **ALBANY ELEMENTARY**
 9. Teacher: **MR. J. B. BROWN**
 10. Parent: **MR. J. B. BROWN**
 11. Phone: **541-1234**
 12. Date: **10/10/1980**

100

WITNESSETH

Five

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written consent of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

- ### Agreements and rules adopted

- the Trust Agreements).**

- ## Apropos...

- 10

- agreement, and only for such Employees;**

Effective Date: _____

- agreement, and only for such Employees:**

Effective Date:

- Fundbat.**

- hanging unit, excluding, by way of example but not limited, self-employed persons and supervisors, among others.

- in writing.

- Box 71147, Chicago, Illinois 60684, or to such other depository as the Trustees may designate.

- of such change has been delivered to the Fund(s).

- accordance with the policy established by the Trustees.

- of the Association.

- This Agreement and every interpretation thereof will be governed according to the law of the State of Illinois.**

13. For purpose of this Agreement, the following definitions will govern:

- (1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).
 - (2) "Employee", as used herein, shall mean:
 - (a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or
 - (b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or
 - (c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.
 - (d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.
 - (e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.
 - (3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.
 - (4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the prepared date of a bill.
14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.
15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Henkels & McCoy, Inc.
 EMPLOYER
 P.O. Box 847
 Salem, IL 62881

COMPLETE ADDRESS OF EMPLOYER
 23-1535602
 FEDERAL EMPLOYER NUMBER

BY [Signature]

Teamsters Local Union No. 279
 UNION

BY [Signature]

If Employer is bound to Group/National Contract, give name of such Contract: Illinois Conference of Teamsters
 to the Employer represented by a bargaining association, year 1980 If Yes, name: Construction Agreement

SS: 12